

# **Heartland Glass Agreement (St. Cloud Area)**

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**International Union of Painters and Allied Trades, District Council 82**



**Effective: March 1, 2021**

**Expires: March 3, 2024**

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## **ARTICLES OF AGREEMENT**

This Agreement for Voluntary Recognition is made and entered into this **1st day of March 2021** by and between the International Union of Painters and Allied Trades, District Council 82 (hereinafter referred to as the "Union") and Heartland Glass Co., Inc. (hereinafter referred to as the "Employer").

### **ARTICLE 1** **UNION RECOGNITION**

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent, within the meaning of Section 9(a) of the National Labor Relations Act ("the Act"), of all employees of the Employer covered by this collective bargaining agreement. Such recognition is predicated on the Union's demand for such recognition pursuant to Section 9(a) of the Act, and on the Union's presentation of a clear showing that the majority of employees in the bargaining unit are members of the Union and desire the Union to act as their exclusive representative within the meaning of Section 9(a) of the Act. The Employer acknowledges that it has reviewed the Union's showing and agrees that it reflects the employees' desire to be represented by the Union under Section 9(a) of the Act.

In this Agreement the terms "journeyman" or "journeyperson" have the same meaning and are used to refer to workers of all genders.

### **ARTICLE 2** **SCOPE OF AGREEMENT**

**Section 1.** For any contract work accepted by the Employer in connection with construction jobs within the territorial jurisdiction of this Agreement which obligates the Employer to provide job site installation labor, the Employer agrees the Union shall have sole jurisdiction over installation of the following kinds and type of work and/or materials: All kinds and types of glass (auto glass excepted), material used as substitute for glass, all mirrors whether or not framed, all types of aluminum, bronze, or stainless steel material used for facing and/or framing of buildings, store front construction, etc., metal door frames and any incidental work in connection therewith, also the installation of any and all other work or material recognized by the glazing industry as glaziers' work, including driving of glazing installation trucks.

**Section 2.** It is recognized that Heartland Glass Company is a distributor of H Windows, Andersen Windows and other similar windows. It is agreed upon that Heartland Glass can subcontract out the installation of H windows, Andersen Windows and other similar windows on all residential projects consisting of (8) dwelling units or less.

**Section 3.** The geographic scope of this Agreement is all counties in Minnesota **except** Anoka, Dakota, Hennepin, Ramsey, Scott, Washington, Carver, Carlton, Cook, Itasca, Koochiching, Lake, St. Louis, Lac Qui Parle, Yellow Medicine, Renville, Lincoln, Lyon, Redwood, Brown, Sibley, Nicollet, LeSueur, Rice, Wabasha, Goodhue, Pipestone, Murray, Cottonwood, Wantonwan, Blue Earth, Waseca, Steele, Dodge, Olmstead, Winona, Rock, Nobles, Jackson, Martin, Faribault, Freeborn, Mower, Fillmore, and Houston.

### **ARTICLE 3** **UNION SECURITY**

**Section 1.** All present employees who are members of the Union on the effective date of this Agreement or on the date of execution of this Agreement, whichever is the latter, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of

the Union as a condition of employment on and after the eighth (8<sup>th</sup>) day following the beginning of their employment, or on and after the eighth (8<sup>th</sup>) day following the effective date of this Agreement, whichever is later.

**Section 2.** In those instances where this Article may not be validly applied because of State or Federal law or other applicable law, Employer agrees to recommend to all such employees who are not members of the Union that they become members of the Union and to refer all such new employees to the Union upon hiring. In those instances where this Article may not be validly applied, any employee who is paying dues or an amount equal to dues may stop making those payments by giving written notice to both the employer and the Union during the period not less than thirty (30) and not more than forty-five (45) days before the annual anniversary date of the employee's authorization or the date of termination of the applicable contract between the Employer and the Union, whichever occurs sooner. The Employer will honor the employee's check-off authorizations unless they are revoked in writing during the window period, regardless of whether the employee is a member of the Union.

#### **ARTICLE 4**

##### **DUES**

**Section 1.** Employer agrees to check off from the wages of all Employees covered by this Agreement, dues for Painters and Allied Trades District Council 82 in the amount designated by the Union for each hour paid. Said sums shall be remitted to the depository in the same manner and on the same forms provided for the payment of all fringe benefit funds. The Administrator of said Funds, upon receipt of said monies, shall remit the amount deducted by the Employers to the Painters and Allied Trades District Council 82. The obligations of the Employer under this section shall apply only to those Employees who have voluntarily signed authorization for dues check off.

The aforementioned Union dues amounts may be changed, provided the Employee and the Employer are given thirty (30) days' notice of any increase or decrease in the amount of Union dues.

**Section 2.** It is especially agreed and understood that the Union assumes full responsibility for the validity and legality of such Employee's deductions as are made by the Employer and hereby agrees to indemnify and save the Employer harmless by virtue of such collections and payments to the Union.

#### **ARTICLE 5**

##### **WORK HOURS AND OVERTIME**

**Section 1.** The regular workday shall be eight (8) hours with one half hour unpaid lunch. At the Employer's discretion, starting time is between 6:00 a.m. and 9:00 a.m., and the end of the work day will be between 2:30 p.m. and 5:30 p.m. depending on starting time. The Employer may request and the Employee may agree to a different starting time from 5:00 a.m. to 10:00 a.m.

The following rules shall apply to employee breaks during regular and extended shift hours:

A fifteen (15) minute break shall be allowed at mid-morning, a mandatory unpaid one-half (½) hour lunch break shall be taken at the approximate midpoint of the eight (8) hour shift and a fifteen (15) minute break shall be allowed at mid-afternoon on each shift. The fifteen (15) minute breaks are to be taken at the assigned place of work. Employees may not skip their mid-afternoon break and leave the job site early, unless mutually agreed between employee and Employer.

On projects scheduled for longer than ten (10) work hours per day, employees shall be given an additional ten (10) minute break at the end of the first ten (10) hours worked.

**Section 2.** Time and one-half of the base rate begins after eight (8) hours worked in a day. If it is necessary to start work before 6:00 a.m., the Employee shall be paid double time of the base rate for the hours worked prior to 6:00 a.m. Double time of the base rate is paid after eleven and one-half hours worked.

**Section 3.** The regular work week shall be forty (40) hours Monday through Friday inclusive. All scheduled work on Saturday shall be paid for at the rate of time and one-half of the base rate. Notice must be given to an Employee by 2:00 p.m. on Friday in order for the work to be considered scheduled. Double time of the base rate begins after eight (8) hours of work on a Saturday.

**Section 4.** By mutual consent of the Employer and the Employee, any Employee may work a regular schedule of four (4) consecutive ten (10) hour days, with a rate of time and one-half (1 1/2) paid after ten (10) hours a day and the rate of double time after thirteen (13) hours a day. If the Employee works the fifth day, the Employee will be paid at the rate of one and one-half (1 1/2) times the base rate and paid double time of the base rate for hours worked after ten (10) hours. If the Employee works the sixth day, the Employee will be paid at the rate of double time of the base rate.

**Section 5.** Unscheduled Saturday work and all time worked on Sundays, New Year's Day, Memorial Day, Independence Day, Thanksgiving Day and Christmas Day shall be paid for at the rate of double time. If any of the above-named holidays falls on Saturday or Sunday and is observed on Friday or Monday, said Friday or Monday shall be considered the holiday and all time worked shall be paid for at the rate of double time of the base rate. If any of the following holidays: 4th of July, Christmas Day or New Year's Day, falls on Saturday or Sunday and is observed on Friday or Monday, the Employee can work on the observed holiday and get paid at straight time if it is mutually agreeable to both the Employer and the Employee. The Employee shall not be reprimanded or otherwise disciplined if they choose not to work. No work other than emergency work is to be performed on Labor Day.

**Section 6.** All call back time outside of the regular eight (8) hour workday shall be paid at the rate of double time. A glazier will be paid a minimum of two (2) hours when called back to work.

## **ARTICLE 6**

### **SHIFT WORK**

**Section 1.** Shift work shall be defined as any scheduled start time that occurs after 9:00 a.m. For shift work scheduled for three (3) consecutive days or longer the Employee shall work seven (7) hours and shall be paid for (8) hours at the regular wage rate, unless the shift work is covered by Section 2 of this Article. No shift work shall be scheduled for less than three (3) days unless mutually agreed upon between the Employer and Employees. If shift work is scheduled for less than three (3) days, the Employee will be paid as defined in Article 5.

**Section 2.** Overtime over seven (7) hours on shift work shall be paid at one and one-half times the regular rate up to ten (10) hours. Double time shall be paid after ten (10) hours. Shift work is permitted Monday through Friday only. Shift work shall be voluntary. The Company shall notify the Union when it assigns shift work.

**ARTICLE 7**  
**RATIO OF JOURNEYMEN TO INDUSTRIAL WORKERS**

After hiring one (1) union journeyman, the Employer may use one (1) industrial worker and thereafter the ratio of journeymen to industrial workers shall be three (3) journeymen to one (1) industrial worker.

**ARTICLE 8**  
**WAGES, DRIVE TIME AND PARKING**

**Section 1.** Drive Time refers to any time the Employee drives or rides in a Company vehicle to a job from the shop or from the job to the shop outside the regular working hours, including Saturday, Sunday, and Holidays. For Drive Time that is thirty (30) minutes or less, the Employee shall be paid the regular straight time rate, unless overtime rates apply under Article 5, in which case, the Employee shall be paid at the applicable overtime rate based on the regular straight time hourly rate. For Drive Time that is more than thirty (30) minutes, the Employee will be paid a Special Drive Time Wage Rate that is two-thirds (2/3) of the Employee's straight time hourly rate. For Drive Time that is more than thirty (30) minutes the Employee shall be paid at time-and-one half the Employee's Special Drive Time Wage Rate. The Employer shall make fringe benefits contributions at the regular straight time rates for all Drive Time. Apprentices shall be paid on the above described formula for Drive Time, except that the apprentice's rate for straight time, for overtime, and for the Special Drive Time Wage Rate is based on the percentage of the journeyman rate paid to the apprentice.

For example: Employee works ten (10) hours and it takes forty-five (45) minutes to drive to the job.

8 hours regular time  
1 ½ hours' drive time  
½ hour overtime  
10 hours

Employee works ten (10) hours and it takes thirty (30) minutes to drive to the job.

8 hours regular time  
2 hours overtime  
10 hours

**Section 2.** The total package increases for this Agreement shall be \$1.80/hr. effective March 1, 2021, \$1.95/hr. effective March 7, 2022, and \$2.05/hr. effective March 6, 2023. The Union shall have discretion to allocate the total package increase for each year of the Agreement among wages and fringe benefits, provided that in circumstances where the Trustees of a fringe benefit fund require a minimum contribution rate for participation the allocation shall meet or exceed the minimum required contribution. The base hourly wage rates and fringe benefits contributions shall be as set forth in the Wage and Fringe Benefit Addendum—Addendum A—to this Agreement for each year of the Agreement. The Union will issue a new Wage and Fringe Benefit Addendum A for each year of this Agreement, and such Addendums shall be binding on the Employer and shall be incorporated by reference in this Agreement. The Union shall give thirty (30) days' notice to the Employer of changes in the wage and/or fringe benefit allocations, and such allocations shall not exceed the agreed upon total package.

**Journeyman Glaziers:** The hourly rate of wages and fringes for Journeyman Glaziers shall be as follows: **SEE ATTACHED WAGE AND FRINGE BENEFIT SCHEDULE - ADDENDUM A.**



Date	Total Package Increase	Total Package
March 1, 2021	\$1.80/hr.	\$54.34/hr.
March 7, 2022	\$1.95/hr.	\$56.29/hr.
March 6, 2023	\$2.05/hr.	\$58.34/hr.

**Section 3. Industrial Workers:** The hourly rate of wages and fringes for Industrial Workers shall be 50% of the Journeymen's total package. Industrial Workers shall receive the same fringe benefit package as journeymen, except for the pension and supplemental savings.

**Section 4. Apprentices:** Apprentices' conditions of employment shall be in accordance with the applicable Apprenticeship Standards.

The FTI-UM has the sole discretion to determine whether an apprentice satisfactorily progresses to the next wage increment.

The FTI-UM shall provide written notice to the Apprentice's Employer, Fringe Benefit Fund Administrator and the Union upon an Apprentice progressing to the next wage increment. Wage increases shall be effective on the first payroll period after the Employer receives notice of the progression.

Apprentices shall be paid at the following percentages of the total Journeyman's rate with the same percentage of the Journeyman's contribution to the Supplemental Savings and DC Plan, but with the full cents per hour contribution into the remaining Funds:

1st 1000 hours 60%	4th 1000 hours 75%
2nd 1000 hours 65%	5th 1000 hours 80%
3rd 1000 hours 70%	6th 1000 hours 90%

Apprentices entering the Apprenticeship Program with five (5) years of glazier experience may be awarded 2000 hours of credit toward apprenticeship training and shall be paid 80% of the total Journeyman's rate. Such Apprentices will be paid at the following percentages of the total Journeyman's rate with the same percentage of the Journeyman's contribution to the Supplemental Savings and DC Plan, but with the full cents per hour contribution into the remaining funds:

3rd 1000 hours 80%	5th 1000 hours 90%
4th 1000 hours 85%	6th 1000 hours 95%

When Journeyperson and Apprentice Glaziers are not on layoff or short hours, Apprentices in their "6th - 1000 hours" of apprenticeship with at least one year of apprenticeship experience may work alone, provided that the apprentice has adequate supervision of a journeyperson or field superintendent available.

**Section 5. Working Foreman:** When there are three (3) workers on a job site for five (5) consecutive days, on such job site a working foreman will be selected by the Employer from among the Employer's regular Journeymen and will be paid a rate of one dollar (\$1.00) per hour above the Journeyman's rate of pay for the specified period. If such a job site foreman is responsible for the work on which Employees are receiving high-time premium pay under Article 11, the job site foreman shall also receive high-time premium pay in addition to foreman pay.

**ARTICLE 9**  
**AUTHORIZATION OF VOLUNTARY POLITICAL CHECK OFF**

The Employer hereby agrees to honor authorizations for check off of political contributions from Employees who have executed an appropriate authorization form supplied by the Union. Said sums shall be remitted to the depository in the same manner and using the same forms provided for the payment of fringe benefit funds. The Administrator of said funds, upon receipt of the monies, shall remit the amount of deduction to the "Combined National Fund" as specified in the authorization form.

**ARTICLE 10**  
**APPRENTICESHIP PROGRAM**

The Employer shall contribute to the Finishing Trades Institute and the Finishing Trades Institute of the Upper Midwest a sum per hour for each hour worked, as stated in the attached Addendum A. The FTI-UM shall adopt standards for the Apprenticeship Program covering all aspects of the Apprenticeship Program which once adopted, shall be part of this Agreement.

The Employer can maintain a ratio of no more than one Apprentice to the first Journeyman Glazier Employee; no more than one (1) Apprentice to the next two (2) Journeyman Glazier Employees for the next six (6) Journeyman Glaziers employed; and one (1) Apprentice for every three (3) Journeyman Glaziers thereafter as follows:

<u>Apprentices</u>		<u>Journey workers</u>
1	To	1
1	To	2
1	To	2
1	To	2
1	To	3

It is within the FTI-UM's discretion to allow an Employer to exceed this ratio.

Apprentices shall be awarded to the Employer as requested by the Employer and approved by the FTI-UM. Apprentices will be sponsored by the Employer and indentured to the FTI-UM. It will be the responsibility of the Employee, Employer and FTI-UM, at the granting of an apprenticeship, that all of the provisions of the applicable Apprenticeship Standards, as they relate to various types of work, shall be accomplished on the job or by other means agreeable to the parties. Upon completion of the apprenticeship, the Apprentice shall be deemed a qualified Journeyman Glazier.

The contribution to the FTI-UM shall be maintained at 1.1% of the total journeyperson package.

**ARTICLE 11**  
**HIGH PAY**

A premium of One Dollar (\$1.00) per hour for each hour worked shall be paid for work performed twenty (20) feet or more above the ground on scaffolding, a swing stage, a bosun's chair, a temporary push-out platform, a ground-based hydraulic lift, or slope glazing. When performing slope glazing employees are paid high pay, on jobs two (2) lites high, for which safety equipment must be worn.



## **ARTICLE 12**

### **SAFETY**

The Employer shall not require Employees covered by this Agreement to work under conditions that endanger the safety of the Employee and it shall be the obligation of the Employees working under this Agreement to report such unsafe conditions to the Employer. It shall further be the obligation of the Employees to use all safety equipment supplied by the Employer and practice all safety provisions prescribed by the Employer and all safety requirements of the Occupational Safety and Health Act.

## **ARTICLE 13**

### **SUPPLEMENTAL SAVINGS AND VACATION**

Supplemental Savings contributions shall be in the amounts specified in Addendum A. Journeymen and apprentices who are currently employed in the bargaining unit as of the effective date of this Agreement shall continue to receive contributions to Supplemental Savings. After the effective date of this Agreement, new journeyman and apprentice employees must elect whether or not to receive Supplemental Savings contributions within the first 60 days of employment as journeymen or apprentices. Employees who decide to receive Supplemental Savings contributions must submit the necessary information to the Employer on a form provided by the Employer within the 60-day period or will no longer be eligible for Supplemental Savings. For employees who have not yet elected whether to receive Supplemental Savings contributions, or employees who are not eligible to receive them, the amount allocated to Supplemental Savings in Addendum A will instead be included in the employee's hourly wage payments. Apprentices shall receive the same percentage of the Supplemental Savings that they receive of the Journeyman's hourly rate.

Vacation time will be granted at a time designated by the Employer, taking into consideration the wishes of the Employee.

It is expressly understood and agreed that the Employer will not be liable to the Union, the Employee or any other party for anything else as a result of the Supplemental Savings agreement than timely and proper contributions to the proper administrator.

## **ARTICLE 14**

### **FRINGE BENEFIT FUNDS**

**Section 1. Employer's Obligation to Contribute.** For the duration of this Agreement, and any renewals or extensions thereof, the Employer agrees to make payments to the District Council 82 Defined Contribution Plan ("the DC Plan"), the District Council 82 Health and Welfare Fund ("DC82 Health and Welfare Fund"), the Finishing Trades Institute of the Upper Midwest ("FTI-UM"), the Finishing Trades Institute ("FTI"), and the Finishing Industries Labor-Management Partnership ("LMP") [collectively "Fringe Benefit Funds"], for each employee covered by this agreement, as follows:

- (a) For each hour or portion thereof for which an Employee (as defined in paragraph (c) below) receives pay, the Employer shall make a contribution to the Fringe Benefit Funds as specified in Addendum A.
- (b) For purposes of the Employer's obligation under Section 1(a) of this Article, an Employee shall be considered to receive pay for each hour actually paid in accordance with this Agreement, including payment for show up time and other hours for which the Employee receives pay.

- (c) The Employer shall contribute to the Fringe Benefit Funds on behalf of each Employee employed in a job classification covered by this Agreement, and anyone else engaged in bargaining unit work as covered by this Agreement, beginning with the Employee's first hour of employment within such covered job classification or the first hour performing such bargaining unit work. Covered Employees shall include but are not limited to journeymen, apprentices, and industrial workers.
- (d) The payments to the Fringe Benefit Funds required above shall be made separately to each respective Fund or as otherwise set forth in written instructions that the Employer shall receive from the Fund Administrator(s) and/or each respective Fund. The Employer hereby understands, accepts, and agrees to be bound by all provisions set forth in the Agreement and Declaration of Trust that has been adopted by the parties to each of the respective Trust Funds identified above, including all amendments and modifications made thereto, and the Employer agrees to be bound by and to said Agreements and Declarations of Trust, as amended from time to time, as though it had actually signed the same.

**Section 2.** The Employer hereby irrevocably designates as its representatives on the Board of Trustees of each Trust Fund identified above, such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreement and Declaration of Trust, as amended from time to time. The Union hereby irrevocably designates as its representatives on the Board of Trustees of each Trust Fund identified above, such Trustees as are now serving, or who will in the future serve, as Union Trustees, together with their successors. The Union further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreement and Declaration of Trust, as amended from time to time.

**Section 3.** All contributions shall be made as described in this Agreement and Addendum, and at such time and in such manner as the Trustees require; and the Trustees of each respective Fund may at any time conduct an audit in accordance with provisions set forth in the Agreement and Declaration of Trust or other rules and regulations that may, from time to time, be adopted by the Trustees.

**Section 4. Payment of Contributions.** The Employer agrees to contribute for hours worked every month, not later than the 20th of the following month, hereinafter called the "due date," all amounts due to the Fringe Benefit Funds. Each payment shall be accompanied by a report in a form as specified by the Trustees of the Fringe Benefit Funds or Fund Administrator. The terms of the Trust Agreements establishing any of the Fringe Benefit Funds are hereby incorporated in this Agreement.

An Employer shall be considered "delinquent" for a particular work month if its required report and the proper payment for that month (week) are not postmarked on or before the 20th day of the following month (the "due date"), irrespective of whether such delinquency is willful or otherwise. The Trustees or the Union shall have the right to sue for and collect the monies from the delinquent Employer and may take whatever other legal steps are necessary to secure compliance with this Agreement. The Trustees may proceed with legal action in court without pursuing or participating in any dispute resolution process contained in this Agreement.

Contributions which are delinquent as defined in this subsection shall be deemed to be "unpaid contributions" for purposes of the Fringe Benefit Funds' remedies pursuant to this Agreement and

applicable law. An Employer who is delinquent and whose contributions remain unpaid on the 20th day of the month shall be required to pay to the Fringe Benefit Funds an additional amount of (10% ) of the amount of the unpaid contributions as liquidated damages together with interest on the unpaid contributions as specified in the Trust Agreement (if no rate is stated, then the rate specified by Internal Revenue Code Section 6621), or if greater, two times the specified interest on the unpaid contributions.

Upon written notification from the Administrator of the Fringe Benefit Funds, after the majority of the trustees have determined that the Employer is more than 30 days delinquent in any payment to the Trust Funds, the Union may take whatever economic action it deems advisable; it being understood and agreed that the Employer's failure to pay the sum to the Trust Funds when due, constitutes a material breach of the Agreement, and that any action taken by the Union under such circumstances, shall not be a violation of this Agreement, and shall not be a subject of arbitration. Any payment, which is made by an Employer under protest, shall be without prejudice as to their right to contest the correctness of the amount due the Trust Funds.

**Section 5. Costs.** The delinquent Employer shall also be required to pay all costs of collection actually incurred by the Trustees or the Union, including all attorney fees, service fees, filing fees, court reporter fees, and all other fees, costs and disbursements incurred by or on behalf of the Trustees of the Fringe Benefit Funds in collecting the amounts due.

**Section 6. Right to Audit.** Each Employer who is required to make payment to the Fringe Benefit Funds shall promptly furnish to the Trustees, the Union, or the Fund Administrator, on demand, all necessary employment and payroll records relating to its Employees covered by this Agreement, including any other relevant information that may be required. The Trustees, the Union, and the Fund Administrator may examine such employment or payroll records whenever such examination is deemed necessary in connection with the proper administration of the Fringe Benefit Funds.

If any Employer fails or refuses to furnish its payroll or other relevant employment records relating to the bargaining unit to the Trustees, the Union, or the Fund Administrator upon demand or refuses to afford a reasonable opportunity to examine the same in accordance with standard auditing procedures, the Trustees or the Union may enforce such right by legal action, in which event all attorney fees, service fees, filing fees, court reporter fees, and other legal costs and disbursements, as well as the auditing fees and costs incurred in conducting such audit, shall be paid by such Employer.

**Section 7. Bond.** The Employer shall furnish an Employer's Contractual Bond or Escrow Account approved by the Trustees that guarantees the Employer's obligation to the Fringe Benefit Funds, and any other obligation of the Employer to the Employee, including wage and dues check off. The amount of the bond or approved Escrow Account shall be in accordance with the number of Employees covered by this Agreement as follows:

1 to 4 Employees	\$20,000 Bond
5 to 12 Employees	\$50,000 Bond
13 or more Employees	\$100,000 Bond

If the Employer is delinquent two times within a twelve (12) month period, the Employer will be required by the Union to post a bond as stated below or approved Escrow Account that guarantees the Employer's obligation to the Fringe Benefit Funds and any other obligation of the Employer to Employee, including wage and dues check off for a two-year period following the last delinquency.

1 to 4 Employees	\$40,000 Bond
5 to 12 Employees	\$100,000 Bond

13 or more Employees

\$200,000 Bond

If the Employer is unable to post the bond or fund the Escrow Account the Union will either pull the employees or obtain the job location so the Fringe Benefit Funds can lien the projects.

**Section 8.** A person performing bargaining unit work for a company owned in total or parts and/or controlled by the person, the person's spouse, or a member of the person's family, shall participate in the fringe benefit and industry funds by paying contributions at the applicable rate multiplied by 160 hours per month.

## **ARTICLE 15**

### **WORKERS COMPENSATION PROGRAM**

The Employer, at its discretion, may enter into an Agreement with the Union Construction Workers Compensation Program, an alternative dispute resolution Workers Compensation program administered by Wilson-McShane Corporation.

## **ARTICLE 16**

### **SHOW UP TIME**

When a glazier is called for work, he or she shall be paid not less than three (3) hours based on his/her straight time hourly rate during regular work hours or at the applicable overtime rate on weekends. In the event of inclement weather and no work can be performed the glazier will not be paid.

## **ARTICLE 17**

### **TRAVEL EXPENSE**

- A) Whenever the St. Cloud area is mentioned it shall be defined as any area within the radius of thirty (30) miles of St. Germain Street and the Mississippi River. Distances in this Article will be measured using Google Maps. The provisions of this Article apply when the employee is working for the Employer, including on projects of Brin Glass Co. or St. Germain's Glass Co.
- B) On jobs within 100 miles of St. Cloud, it shall be optional with the Employer as to whether an employee is to report for the start of the day's work either at the warehouse or the job site. When an employee is to report to work at the job site located within 100 miles of St. Cloud, the employee shall be paid a per diem in lieu of mileage, meals, and lodging as follows:
  - 1) Jobs located between 0 and 30 miles radius from St. Germain Street and the Mississippi River or 30 miles from the glazier's home of record based on Google Maps are in a "free zone".
  - 2) On jobs located between 30 and 50 miles radius from St. Germain Street and the Mississippi River or from the glazier's home of record based on Google Maps each employee shall be paid a flat rate of \$35.00 per day in 2021, \$40.00 per day in 2022, and \$40.00 per day in 2023.
  - 3) On jobs located between 50 and 100 miles radius from St. Germain Street and the Mississippi River or from the glazier's home of record based on Google Maps each employee shall be paid a flat rate of \$55.00 per day in 2021, \$60.00 per day in 2022, and \$60.00 per day in 2023.

- C) On jobs located outside a 100 mile radius of St. Cloud where the employee is required to stay overnight by the Employer, the employee shall be reimbursed for meals, expenses, and lodging one hundred fifteen dollars (\$115.00) per night per person in 2021, \$120.00 in 2022, and \$120.00 in 2023. When an employee drives a company vehicle they will be paid \$20.00 for the return trip day to cover meals. When the employee drives their own vehicle they shall be paid \$20.00 for the return trip day to cover meals. For work performed out of state the Employer and the Union Steward will agree on a mutually acceptable per diem rate in addition to the rate provided in this section. The Employer shall furnish or pay for transportation to and from the job.
- D) Employees who are required to use their own automobiles for transportation shall be paid mileage at the rate published by the IRS at the beginning of each calendar year in accordance with the following:
- 1) Jobs outside the St. Cloud area shall have mileage based from the Employer's warehouse.
  - 2) Jobs within the St. Cloud area where the employee is required to report to the Employer's warehouse at the start of the workday shall have mileage based from the Employer's warehouse.
  - 3) Jobs within the St. Cloud area where the employee is required to report direct to the job at the start of the work day, but must go from job to job or return to the warehouse at the close of the workday shall have mileage based from the first job of the day.

Employees who are required to use their own vehicles for hauling materials or equipment shall be paid mileage at the rate published by the IRS at the beginning of each calendar year for all such hauling, unless otherwise mutually agreed by the Employer and the Employee.

- E) It is understood that if the Employer has a job that is within the Counties of Anoka, Dakota, Hennepin, Ramsey, Scott, Washington and Carver, the contractor must pay the wage scale of the Twin Cities Glazier Architectural Metal Agreement. Further, the Employer will pay the per diems and reimbursements specified above in this Article.

## **ARTICLE 18**

### **OUT OF JURISDICTION WORK**

**Section 1.** The Employer when engaged in work outside the geographical scope of this Agreement shall employ not less than fifty percent (50%) of the workers employed on such work from among the residents of the area where the work is performed, or from among persons who are employed the greater percentage of their time in such area; provided that the first employee on any such job or project shall be selected by the Employer from any geographic jurisdiction.

**Section 2.** The Employer shall, when engaged in work outside the geographic scope of this Agreement, comply with all of the lawful clauses of the Collective Bargaining Agreement in effect in said other geographic jurisdiction and executed by the Employers of the industry and the IUPAT affiliated Local Unions in that jurisdiction, including, but not limited to, the wages, hours, working conditions, fringe benefits, and procedure for settlement of grievances set forth therein; provided, however, that where



no affiliated Union has a current effective Agreement covering such out-of-area work, the Employer shall perform such work in accordance with this Agreement; and provided, further, that as to employees employed by such Employer from within the geographic scope of this Agreement and who are brought into an outside jurisdiction, such employees shall be entitled to receive the wages and conditions including fringe benefits effective in either the home or outside jurisdiction, whichever are more favorable to such employees. In situations covered by the last proviso, fringe benefit contributions on behalf of such employees shall be made solely to their home funds in accordance with their governing documents, and the difference between the wages and benefit contributions required by the away funds and the home funds, if any, shall be paid to the employees as additional wages. This provision is enforceable by the District Council or Local Union in whose jurisdiction the work is being performed, both through the procedure for settlement of grievances set forth in its applicable Collective Bargaining Agreement and after exhaustion of those procedures, through the Courts, and is also enforceable by the Union party to this Agreement, both through the procedure for settlement of grievances set forth in this Agreement and after exhaustion of those procedures, through the Courts.

#### **ARTICLE 19** **PAY DAY**

Employees shall be paid on Friday of each week for the previous pay period, either on the job or at the office before quitting time, or when laid off shall be paid in full. Employer has the option to pay employees by "direct deposit" provided the funds are available in individual accounts by 9:00 a.m. Friday morning.

#### **ARTICLE 20** **UNION ACTIVITY**

**Section 1.** The Employer shall not require an Employee to go through a primary picket line to work. It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an Employee decides not to cross a primary picket line. This clause shall not apply to secondary picket lines or jurisdictional picket lines.

**Section 2.** Officials representing the Union may interview Employees on the job or in the shops if they are so working, provided permission is obtained from the Employer. It is agreed that Union activity will not be carried on during work time.

**Section 3.** Union representatives shall, at all times, have the right to visit and access all job sites that are subject to this Agreement, provided they follow job site rules and not disrupt the work.

**Section 4.** The Union shall not require employees to leave their work or trade because non-union employees are employed on any building or job; but no employee shall be required to go through a picket line established by a labor organization.

**Section 5.** The Union has the right to honor lawful primary picketing established by a bona fide labor organization affiliated with the AFL-CIO.

**Section 6.** If Article 3, Section 1 of this Agreement may not be validly applied because of State or Federal law or other applicable law, the Employer shall provide upon request to the



Union an updated electronic bargaining unit list of employees employed within the jurisdiction of this Agreement including name, address, telephone number (home and mobile), email address, and date of hire and will provide to the Union the same information for each new employee immediately upon hire.

## **ARTICLE 21**

### **MEMBER CONTRACTORS**

Should any member of the Union contract for glazing work, such member shall be considered a contractor by the Union and shall remain in that classification for a period of one (1) year from the date of taking such work.

## **ARTICLE 22**

### **SUBCONTRACTS**

The Employer agrees not to subcontract out any work coming under the work and geographic jurisdiction as defined in the Scope of Agreement to any subcontractor or other person unless that subcontractor is an Employer signatory to this Agreement or another Agreement with a Union affiliated with the International Union of Painters and Allied Trades.

## **ARTICLE 23**

### **GRIEVANCE AND ARBITRATION**

Any controversy arising over the interpretation of, or the adherence to the terms and provisions of this agreement which cannot be settled by the Union and the Employer shall be considered a grievance, except that the Employer shall not be required to consider any grievances not submitted to it in writing within seven (7) working days of the time of its original occurrence. If the controversy cannot be so settled within an additional seven (7) days, such controversy shall be referred to a Board of Arbitration composed of one (1) representative of the Union and one (1) representative of the Employer, and a third neutral member to be selected by the first two. In the event that the first two cannot agree upon the third neutral member within an additional seven (7) days, the parties shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The parties will select the neutral arbitrator by alternately striking names from the panel. The party to strike first will be selected by a coin toss.

A majority decision of the Board of Arbitration shall be final and binding upon both the Union and the Employer, and such decision shall be rendered in writing; provided, however, that the Arbitration Board shall not have the power to add to or subtract from or modify any of the terms of this agreement or any agreements made supplementary hereto, and provided that no decision of the Board shall be retroactive beyond the date of the original occurrence of the grievance. Each party shall pay the expense of its own member of such Board and shall share equally the expense of the third neutral chairman.

The Employer agrees that it will not lock out its employees during the life of this agreement unless the Union refuses to arbitrate pursuant to the provisions of this Article or refuses to abide by a decision of the Arbitration Board.

## **ARTICLE 24**

### **DISCRIMINATION**

The Employer and the Union agree that they will not discriminate against any Employee or prospective Employee because of race, color, creed, national origin, religion, sex, disability, age, or any other basis prohibited by applicable law. It is agreed by the Employer and the Union that all persons shall be given

an equal opportunity for employment and advancement within the glazing industry covered by this Agreement.

**ARTICLE 25**  
**FEDERAL AND STATE PROVISIONS**

In the event any Federal or State law conflicts with the provisions of this Agreement, the provisions so affected shall no longer be operative or binding on the parties, but the remaining portions of this Agreement shall continue in full force and effect.

**ARTICLE 26**  
**DRUG/ALCOHOL TESTING PROGRAM**

The Employer has a drug and alcohol testing policy and program which will be administered in compliance with applicable law, including the Minnesota Drug and Alcohol Testing in the Workplace Act. The discipline or discharge of any employee pursuant to such policy and program is subject to the grievance and arbitration procedure in Article 25 of this Agreement.

**ARTICLE 27**  
**STAR PROGRAM**

The parties to this Agreement have established a STAR Safety Training Awards Recognition Program and have funded the program as set forth in Addendum A to this Agreement.

**ARTICLE 28**  
**JOURNEYMEN CONTINUING EDUCATION  
FOR SAFETY AND PRODUCTS**

The FTI-UM will establish a curriculum of continuing education classes by August of each year. Each Journeyman Glazier must complete and obtain a passing level of accomplishment for eight (8) hours of classes during each year of this Agreement.

CLASS HOURS REQUIRED	
Year 1	(8 Hours)
Year 2	(8 Hours)
Year 3	(8 Hours)

In addition, the Employer may require each Journeyman to attend eight (8) hours of classes each year sponsored by the Employer and will be paid the Education rate. The Education rate is equivalent to the Drive Time rate as defined in Article 8, Section 1 and is calculated in the same manner (1.5 times the special rate of 2/3 of the employee's regular rate of pay). In addition to the Education rate, mileage will be paid if required to travel out of the area for training.

**ARTICLE 29**  
**MEDICAL CARD**

All Employees covered by this Agreement may be required to undergo the medical examination required for the issuance of the medical card that is required by law for the Employee to drive a vehicle which exceeds a gross vehicle weight of 10,000 pounds.

Cost of the examination will be paid for by Employer. Employee will not be paid for the time of the exam.

**ARTICLE 30**  
**TOOLS**

**Section 1.** It is understood that Employees will be held responsible for all tools that have been directly issued to them by the Company. Should a tool be lost by an Employee, the Employee will replace or reimburse the Company for the tool. If a police report is filed within three (3) working days of the date the tool is stolen, and a copy of the report is given to the Employer then the Employee does not have to reimburse the Company for the stolen tool(s).

**Section 2.** The Employer and the Union Steward will prepare a tool list that will be added as part of the Employer's Employee Handbook.

**ARTICLE 31**  
**FAIR CONTRACTING FOUNDATION**  
**LABOR-MANAGEMENT COOPERATIVE COMMITTEE (LMCC)**

The parties agree to participate in and fund the Fair Contracting Foundation of Minnesota (FCF) through a Labor-Management Cooperation Committee Trust Fund, pursuant to Sec. 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. § 175a and Sec. 302(c)(9) of the Labor Management Relations Act, as amended.

The parties agree that the terms and conditions of this labor agreement help establish industry standards for safety, training, workforce availability, dependable benefits and reasonable wages. Unlawful conduct on construction projects jeopardizes these negotiated terms, interferes with contractors' lawful competition, erodes industry standards and conflicts with society's interests at large. Therefore, the FCF is established as a LMCC to monitor and enforce compliance with federal, state and local laws, rules and regulations. FCF's further purpose is to study and implement solutions to problems that impede fair competition and stunt economic development in the industry.

Each Employer shall contribute two cents (2¢) per compensated labor hour to the FCF Trust Fund and this funding shall be borne equally by the workers and employers, each contributing one cent (1¢) for each compensated labor hour. Each Employer shall forward payment monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed.

The FCF shall function in accordance with a Trust Fund established solely and exclusively for the FCF by a separate Agreement and Declaration of Trust for the Fair Contracting Foundation of Minnesota, any amendments thereto, and any of its governing documents. The terms of the FCF Agreement and Declaration of Trust and all other governing documents are fully incorporated into this Article by reference.

**ARTICLE 32**  
**FLEXIBILITY TO MODIFY AGREEMENT TO EXPAND OR RECOVER**

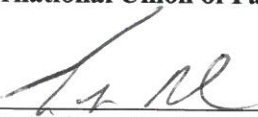
The terms and provisions of this Agreement may be modified by the Business Manager/Secretary Treasurer of the District Council, at his/her discretion, for the purpose of organizing, holding a job union, maintaining or entering a particular market segment, and for entering into maintenance agreements. Such modification(s) to the Agreement shall occur only on a project-by-project basis, may occur only during the bid process (not after the work has been awarded), and shall be offered to all bidders signatory with the IUPAT.

**ARTICLE 33**  
**DURATION**

This Agreement shall continue in force and effect from **March 1, 2021** and shall continue in effect to midnight **March 3, 2024** and shall continue in force and effect from year to year thereafter, unless either party shall desire to change any of the terms herein, in which case a written notice must be served by the party at least sixty (60) days prior to a yearly expiration date.

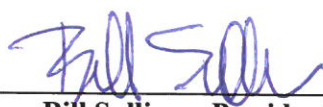
**District Council 82**

**International Union of Painters and Allied Trades**

  
\_\_\_\_\_  
**Terry Nelson, Business Manager/Secretary Treasurer**

**Date:** 3/18/2021

**Heartland Glass Co., Inc.**

**By:**   
\_\_\_\_\_  
**Bill Sullivan, President**

**Date:** 3/17/2021

## **ADDENDUM A**

Addendum A consists of the Wage and Benefit Sheets issued by the Union allocating the agreed-upon total package increases each year under Article 8, Section 2 of this Agreement.